

MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS

GRANT CONTRACT CONDITIONS

The Michigan Commission on Law Enforcement Standards and the Grantee understand and agree that under the provisions of P.A. 302 of 1982, as amended, this Grant Contract is subject to and incorporates the following conditions.

I. Maintenance of Effort.

The Grantee agrees that Michigan Justice Training funds shall not be used to replace local training funds.

II. General Program Requirements.

The Grantee agrees to provide to the Commission, in writing, the identification of all program developers and/or instructors who were not identified in the grant application. The identification of each individual and a description of his/her qualifications shall be received before grant funds will be released.

The Grantee agrees to give prior written notification to the Commission of all grant funded training events. The Grantee also agrees that Commission members and staff may attend such training events without cost to the Commission.

The Grantee agrees not to expend funds obtained under this agreement for any purpose other than those specified in the approved grant, and only during the period covered by this agreement unless prior written approval is received from the Michigan Commission on Law Enforcement Standards. The contract period may be extended, with prior approval of the Commission, a maximum of one year beyond the original contract end date.

The Grantee agrees to reschedule or cancel any training session for which enrollment does not meet or exceed the minimum operational number specified in the approved grant application. Any adjustment to this minimum number shall require prior Commission approval. All costs, associated with any session that is run with enrollment below the minimum number, will be disallowed.

III. General Accounting Requirements.

The Grantee agrees that all expenditures from this Grant Contract, including the acquisition of personnel services, contractual services, tuition, supplies, and equipment, shall be in accordance with standard accounting and purchasing procedures of the Grantee's unit of government.

The Grantee agrees to maintain accounting records, following generally accepted accounting principles, for the expenditure of funds for the purpose identified in the approved grant application. All revenue and expenditures shall be recorded in a fund or account separate from the Grantee's other funds or accounts. Adequate expenditure documentation shall be maintained for at least three years after the expiration of the grant period.

The Michigan Commission on Law Enforcement Standards, the Local Government Audit Division of the Michigan Department of Treasury, and the State Auditor General, or any of their duly authorized representatives, shall have access, for purpose of inspection, audit, and examination, to any books, documents, papers, and records of the Grantee which are related to this Contract.

The Grantee understands that any expenditure of grant funds which is determined, by the State Auditor General or the Commission, to be unreasonable or duplicative shall result in the forfeiture of the grant funds.

The Grantee may charge a supplemental fee to offset project-related costs not provided for under this Grant Contract. If revenue is collected above and beyond the amount necessary to cover these costs, the Grantee agrees that all revenue collected in excess shall be deducted from the total costs charged to this Grant Contract.

IV. Project Modification/Grant Adjustment.

The Grantee agrees to request prior written approval, on the forms and in the manner prescribed by the Commission, for any change in the grant award contract.

Budget adjustments are required to transfer funds between categories, or to make an adjustment within a budget category that exceeds 10% of the category total. All budget adjustments shall be made within the total approved grant amount. No increase in the total budget shall be allowed.

In any case where the Commission has taken specific action to amend the training proposal, the Grantee agrees to obtain prior approval to adjust such alterations in any way.

V. Reporting Requirements.

The Grantee agrees to report to the Commission the results of each training program, financed in part or whole with justice training grant funds, in the format and in the manner prescribed by the Commission.

Required expenditure and program reports shall be submitted on or before the specified due dates to ensure the timely release of funds. Failure to submit the required reports by the due date will result in the withholding of grant funds to the grantee agency, for all active Grant Contracts, until the required reports have been received and accepted. Delinquent reports from a prior grant year may result in the withholding of funds for the current grant year.

The Grantee understands that, when a delinquent report is past due for a period of three (3) months, the Grant Contract will be subject to termination for noncompliance with these Conditions.

Expenditure Reports

The Grantee agrees to provide expenditure reports to the Commission in accordance with the schedule provided below. These reports are due on or before the due date specified, whether or not funds are requested.

For those Grant Contracts that are extended by the Commission beyond the original contract periods, quarterly expenditure reports shall be submitted 20 days following the end of each additional, complete calendar quarter, beginning with the fourth quarter of the original grant year.

<u>Report</u>	<u>Report Period</u>	<u>Due Date</u>
1 st Qtr Expenditure Report (MJT-522)	Jan-March	April 20
2 nd Qtr Expenditure Report (MJT-522)	April-June	July 20
3 rd Qtr Expenditure Report (MJT-522)	July-September	October 20
Final Expenditure Report (MJT-526)	January- December	March 1

The quarterly expenditure reports are due twenty (20) days following the end of the quarter, and the Final Expenditure Report is due sixty (60) days after the end of the project period.

Program Reports.

The Grantee agrees to provide the Commission with program reports in accordance with the schedule provided below.

<u>Report</u>	<u>Report Period</u>	<u>Due Date</u>
Interim Program Report (MJT-525)	January-June	July 20
Final Program Report (MJT-527)	January-December	March 1

Grant Extensions.

For those Grant Contracts that are extended by the Commission a minimum of six (6) months beyond the original contract periods, the Interim Program Report shall be due 20 days following the end of each six month period; beginning with the period ending December 31 of the original grant year.

<u>Report</u>	<u>Report Period</u>	<u>Due Date</u>
Interim Program Report (MJT-525)	July 09 –December 09	January 20
4 th Quarter Expenditure Report (MJT-522)	October 09 – December 09	January 20
Final Program Report (MJT-527)	January 09 – June 2010	August 1
Final Expenditure Report (MJT-526)	January 09 – June 2010	August 1

Participant Evaluation.

The Grantee agrees to design a participant evaluation form appropriate to its training program which includes, but is not limited to, the questions outlined in the sample form provided by the Commission. Participants in all training sessions shall complete the evaluation form. The Grantee agrees to compile a summary of participant responses and submit the summary as a part of the Final Program Report.

Program Evaluation.

The Grantee agrees to conduct an evaluation of the grant program as specified in the approved application. The evaluation shall assess the acquisition of knowledge and/or skills by the trainee in the funded program. The findings of the evaluation shall be reported to the Commission in the Final Program Report.

VI. Release of Funds.

Requests for funding are initiated by the Grantee through the quarterly expenditure reporting procedure.

Grant awards of \$10,000 or less, may receive a maximum of 50% of the total amount in the first release of funds. Grant awards of more than \$10,000 may receive a maximum of 25% of the total amount in the initial release or advance of funds. Subsequent releases will be made on a reimbursement basis for costs reported on the quarterly expenditure reports.

The Grantee understands that the final release of grant funds will not be made until the Final Expenditure Report and the Final Program Report have been received and approved by the Commission.

The Grantee understands that if the Commission receives an Expenditure Report and Request for Funds on or before the due date, the funds will normally be released to the Grantee within the next 30 days. This is the general rule and exceptions may occur.

VII. Return of Unexpended Funds.

The Grantee agrees to return all unexpended grant funds to the Michigan Commission on Law Enforcement Standards together with the Final Expenditure Report within 60 days after the grant project is complete. Checks are to be made payable to the State of Michigan.

VIII. Training Materials.

The Grantee understands and agrees that any contract executed for the marketing or sale of a grant-funded product shall be subject to Commission approval. If, as a result of such a contract, revenue is generated in excess of direct costs, the excess revenue shall be returned to the Justice Training Fund to offset the grant award. If additional revenue is generated beyond the grant award, a royalty shall be returned to the Commission in an amount to be negotiated on a case-by-case basis.

Any training materials (e.g., printed materials, video tapes, or audio tapes) produced with funds distributed under P.A. 302 of 1982, as amended, shall contain a statement that Michigan Justice Training funds were used to produce the training material.

The Grantee agrees that all training manuals, videotapes, films, computer software, and similar materials produced using Michigan Justice Training funds shall be made available to other

criminal justice agencies in Michigan upon request. The Grantee may charge other criminal justice agencies the reasonable direct costs incurred for reproduction and transportation of the training materials. No charges may be made for development or production of the training materials paid for with Michigan Justice Training funds.

A complete list of all training materials developed under this grant is to be included as a supplement to the Final Program Report and, unless major costs are involved, one copy of each of the training materials shall be submitted to the Commission. Original material may be copyrighted, but is subject to the right of the Michigan Commission on Law Enforcement Standards to reproduce and publish the materials at cost and to authorize others to do so.

IX. Disposition of Equipment.

For the purposes of this Grant Contract, to be defined as “equipment” an item shall: 1) be directly involved in the delivery of in-service criminal justice training; 2) be personal property (as distinguished from real property) such as machines, audio/video and computer hardware, etc; 3) have a normal useful life of more than one year; 4) not become a fixed part of a building or structure; and 5) have a purchase price of \$300 or more.

Equipment purchases approved by the Commission may be retained by the Grantee agency as long as the equipment is used for the provision of in-service criminal justice training.

When equipment is no longer used for the provision of in-service criminal justice training, the Grantee shall notify the Commission to request disposition. The Commission may select one of the following actions:

- a) Transfer of the equipment to another training program. Costs of the transportation will be borne by the receiving agency.
- b) Approve the sale of the equipment, with the arrangements for the sale to be made by the agency possessing the equipment. The agency will be allowed to retain 10% of the receipts from the sale; the remainder shall be returned to the Commission.
- c) Dispose of the property in any other manner consistent with the purposes of P.A. 302, as amended.

X. Contract Special Conditions.

The Michigan Commission on Law Enforcement Standards and the Grantee understand and agree that this Grant Contract is subject to and incorporates any Contract Special Conditions, which may be unique to this Grant Contract and are included in this document as Attachment A.

XI. Grant Contract Termination.

The Grantee understands that this Grant Contract may be terminated if the Michigan Commission on Law Enforcement Standards concludes that the Grantee is not in compliance with the conditions and provisions of this Grant Contract. The Commission will extend an opportunity for the Grantee to demonstrate compliance. Notification of termination will be in writing.